GOVERNMENT OF INDIA
AGRICULTURE
LOK SABHA

UNSTARRED QUESTION NO:6012
ANSWERED ON:26.04.2001
PURCHASE OF COMPUTER IN ICAR BIDDING DOCUMENTS
BALIRAM

Will the Minister of AGRICULTURE be pleased to state:

(a) whether as per the terms of the Bidding documents of the ICAR in February, 1999 a firm had accepted to import computer equipments worth Rupees 15 crore through air passage/Air India;

(b) if so, the reasons for giving permission to import the same through the sea-passage thereby giving direct monetary benefit to the seller and causing delay in the arrival of the consignments;

(c) whether as per one of the clauses all the equipments were to be made available by June, 1999 (within three months of the contract);

(d) if so, whether all the equipments have been received by the said period;

(e) if not, the dates on which the computer equipments were received consignments wise alongwith the number thereof and whether there was any penalty clause for delay in this regard; and

(f) if so, the amount received on this account, if not the persons found responsible for it alongwith the details thereof?

Answer

THE MINISTER OF STATE IN THE MINISTRY OF AGRICULTURE (DR. DEBENDRA PRADHAN)

(a) No, Sir. Bid documents do not provide for shipment of computer equipment by Air or Air India. The computers and peripherals ordered are worth only Rs. 12.09 crores (Rs. 12.57 crores with Annual Maintenance Contract).

(b) As per the Bidding Documents, the bids were invited on Cost, Insurance & Freight (CIF)/Carriage and Insurance Paid (CIP) to basis. The contract also did not specify mode of transport. However, in the Letter of Credit (LC) the mode of shipment was mentioned as `by Air/Air India`. To this the supplier pointed out that for such large consignments it was not possible to restrict to particular mode or carrier. Hence, the Letter of Credit (LC) was amended to allow shipment `by Sea/Air/Surface` as per the stipulations of the Bid Documents/Contract, which lays down that `where the supplier is required under the contract to deliver the goods `CIF or CIP` no restriction shall be placed on choice of carrier`.

(c) As per the terms of contract, the supply was to be made within 12 weeks from the date of opening of the Letter of Credit (LC). The letter of Credit (LC) was opened on 31st March, 1999 but could not be made operational because of inconsistency arising out of decision for 100% Testing at Delhi, which was not covered in the contract. The amendment was notified on 03.08.1999 after obtaining clearance of the World bank and the Competent Authority in ICAR. All the computers and peripherals have been received in Delhi between 25.08.1999 to 27.09.1999.

(d) All the equipment have been received within the contractual delivery period, in view of (c) above.

(e) Not applicable in view of (d) above. Further, Liquidated Damages (LD) to the extent of 10% of the value of the contract, which is maximum, has been imposed as per the stipulation of the contract.

(f) Since no payment has so far been released after the payment through Letter of Credit (LC), no amount on account of Liquidated Damages (LD) has been recovered so far. The same will be realized when the balance payment of 20% (Twenty per cent) is processed.